

INDIANA CHARTER SCHOOL BOARD

Charter Agreement Amendment Guidelines For Charter Schools Authorized by the Indiana Charter School Board

June 2012

A charter school organizer that seeks to operate in a manner that differs from the terms and conditions set forth in its fully executed Charter Agreement (including the Exhibits incorporated therein), must either request an amendment to the Charter Agreement or notify the Indiana Charter School Board ("Indiana Charter Board") in accordance with the guidelines set forth below.

Charter Agreement Amendments

Changes That Require an Amendment to the Charter Agreement

All proposed changes to the Charter Agreement require an amendment, with the exception of those involving the Charter Application, incorporated into the Charter Agreement as Exhibit A ("Exhibit A").

In the case of Exhibit A, the following guidelines apply:

1. When an organizer's Board of Directors ("Board") identifies a facility for a new charter school during the Pre-Opening period, the Board shall notify the Executive Director of the Indiana Charter Board ("Executive Director"). Once the facility has been secured (e.g., the lease has been signed), the Board shall notify the Executive Director of the facility's address in order to initiate the Charter Agreement amendment process.
2. If an organizer's Board plans to make **any** change to the charter school in the following categories, the Board shall submit to the Executive Director a request for a Charter Agreement amendment:
 - i. Location of school, if different from the location selected during the Pre-Opening period.
 - ii. Enrollment structure (e.g., grades offered at the school).
 - iii. Entry into contract with Educational Management Organization, if such arrangement is new for the charter school.
3. If a Board plans to make a **material** change to the charter school in the following categories, the Board shall submit to the Executive Director a request for a Charter Agreement amendment:
 - i. Governance/organizational structure
 - ii. Enrollment capacity¹
 - iii. Contract with Educational Management Organization

¹ See Charter Agreement Section 6.1 for acceptable enrollment variance.

- iv. Charter school facility
- v. School schedule

How To Request an Amendment to the Charter Agreement

NOTE: the following does not apply with respect to facility identification for a new charter school during the Pre-Opening period. However, the following does apply to all other changes as described above.

To request an amendment to the Charter Agreement, including Exhibit A, the Board must do the following:

1. Vote during a Board Meeting to approve the amendment request to the Indiana Charter Board.
2. Submit an amendment request to the Executive Director *before* subject of the amendment occurs or is necessary. The request must be a written document signed by the Board Chair and must attest to the fact the amendment request was approved by a majority of the Board's voting members. The request may be submitted via email in PDF format or via standard mail.
3. The Executive Director will respond to the request within 30 calendar days of receipt, either with an approval or denial. If the requested amendment is approved, the Executive Director will also provide the necessary document to execute the amendment. This document should be reviewed by the Board's legal counsel before it is executed.

Changes That Must Be Reported Immediately to the Indiana Charter Board

As detailed in the Charter Agreement, the following changes in governance and/or operations must be reported immediately (i.e., within 5 calendar days) to the Executive Director:

1. The Organizer's state or federal tax-exempt status is questioned, modified, or revoked.
2. The Organizer's ability to conduct business in the State of Indiana is questioned, modified, or revoked by the Indiana Secretary of State.
3. The revocation of a contract with an Educational Management Organization.
4. Any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance.
5. Any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant.
6. Any proposal to move the Charter School from its current facility to another or from its current location to another.
7. Any lawsuit or administrative proceeding arising out of the operation of the charter school in which the Organizer or Charter School is named a plaintiff or defendant.